

25 **2. Project.** The Project will include the construction of approximately 110 market-rate
26 apartment units and approximately 5,177 square feet of retail space in one three-story building
27 with approximately 90 underground and approximately 42 surface parking spaces to be built on
28 the Property (the "Apartment Project").

29 **3. Purchase Price.** The purchase price for the Property shall be One Dollar (\$1.00) (the
30 "Purchase Price") to be paid at Closing (as hereinafter defined) and reflects the environmental
31 condition and blighted nature of the Property as determined by the Authority.

32 **4. Closing.** The closing of the transaction contemplated by this Agreement (the "Closing")
33 will take place on December 31, 2021, or such earlier or later date as may be agreed to by the
34 Developer and the Authority in writing (the "Closing Date"), provided the Authority's
35 contingencies and the Developer's contingencies in connection therewith have been satisfied or
36 waived as herein provided.

37 **5. Conveyance.** The Authority shall, at the Closing and upon receiving payment of the
38 Purchase Price, convey the Property to the Developer by warranty deed in the form to be attached
39 hereto as **Exhibit B** (the "Deed").

40 **6. Reciprocal Easement Agreement.** At the Closing, the parties shall record against the
41 Property and certain adjacent parcels owned by the Authority, which are currently known as Lots
42 2 and 3 of CSM 8866 (the "Adjacent Parcels," and together with the Property, the "Overall Project
43 Site"), a reciprocal easement agreement ("REA") that will provide for the access, repair, and
44 operation of the common areas and common utilities, including streets, shared parking areas,
45 sidewalks, landscaping and the storm water management system within the Overall Project Site
46 (the "Common Areas").

47 **7. As Is, Where Is.**

48 **A. Sale.** The sale of the Property to the Developer hereunder shall be **AS IS, WHERE**
49 **IS,** with all faults and without representation or warranty of any kind except as expressly
50 provided in this Agreement and in the documents delivered at Closing. Any other
51 warranties or representations of any kind made either orally or in writing by any agent or
52 representative of the Authority or anyone purporting to be an agent or representative of the
53 Authority shall be of no force and effect. Except as expressly provided in this Agreement
54 and in the documents delivered at Closing, the Developer hereby acknowledges that it does
55 not rely upon any representation or warranty made by the Authority or by the Authority's
56 agents and, except as expressly provided in this Agreement and in the documents delivered
57 at Closing, none have been made.

58 **B. Developer's Investigation.** Prior to Closing, the Developer, with the cooperation
59 and assistance of the Authority as provided in this Agreement, will have investigated and
60 will have knowledge of operative or proposed governmental laws and regulations
61 (including, but not limited to, zoning, environmental and land use laws and regulations) to
62 which the Property is or may be subject and, based upon the foregoing, the Developer shall
63 accept the Property upon the basis of its review and determination of the applicability and
64 effect of such laws and regulations, except as expressly provided in this Agreement.

65 **C. Warranties.** The Developer further acknowledges that Authority, its agents and
66 employees and other persons acting on behalf of Authority have made no representation or
67 warranty of any kind in connection with any matter relating to the condition, value, fitness,
68 use or zoning of the Property upon which the Developer has relied directly or indirectly for
69 any purpose other than as may be expressly provided in this Agreement and in the
70 documents delivered at Closing.

71 **8. Environmental.** Upon Closing, the Developer shall be responsible for all costs associated
72 with environmental remediation and all general site preparation in accordance with the Remedial
73 Action Plan approved by the Wisconsin Department of Natural Resources.

74 **9. Conditions to Closing.**

75 **A. Authority's Contingencies to Closing.** The obligation of the Authority to
76 consummate the transactions contemplated hereby is subject to the fulfillment of all of the
77 following conditions on or before the Closing Date (all of which may be waived by the
78 Authority in whole or in part in its sole discretion):

79 (1). Compliance with Agreement. The Developer shall have performed and
80 complied with all of its obligations under this Agreement, in all material respects,
81 to the extent such obligations are to be performed or complied with by the
82 Developer on or before the Closing Date.

83 (2). No Litigation. No litigation, investigation, or other proceeding challenging
84 or affecting the legality of the transaction contemplated by this Agreement, or
85 seeking the restraint, prohibition, damages or other relief in connection with this
86 Agreement or the use intended for the Property by the Developer, shall have been
87 instituted or threatened by any person, agency, or other entity prior to the Closing,
88 which would reasonably be expected to prohibit or materially interfere with the
89 transaction contemplated by this Agreement.

90 (3). Payment of Purchase Price. The Developer shall pay the Purchase Price
91 outlined in the above Section 3.

92 (4). Execution and Delivery of Development Agreement, Memorandum of
93 Agreements and Related Documents. Developer shall have executed and delivered

94 the Development Agreement in form and substance reasonably acceptable to the
95 Parties (the “Development Agreement”), the Development Financing Agreement
96 in form and substance reasonably acceptable to the Parties (the “Development
97 Financing Agreement”), the Memorandum (as defined in Section 11 below); the
98 Guaranty of Completion in form and substance reasonably acceptable to the Parties
99 to be executed by Mandel Group, Inc., an affiliate of the Developer (the
100 “Completion Guaranty”), and the REA in form and substance reasonably
101 acceptable to the Parties.

102 (5). Representations. Each of the representations and warranties of the
103 Developer in this Agreement shall be true and correct in all material respects as of
104 the Closing Date.

105 (6). Termination. In the event the conditions listed above (the “Authority
106 Conditions”) have not been satisfied or waived by the Authority on or before the
107 Closing Date, then the Authority may terminate this Agreement by written notice
108 to the Developer given on or before the Closing Date; provided, however, if the
109 Authority Conditions set forth in subparagraphs (1), (2), (4) or (5) have not been
110 satisfied or waived by such date, the Authority will allow for an extension of this
111 deadline if requested by the Developer, provided that Developer can demonstrate
112 that it is pursuing satisfaction of the conditions in good faith and with due diligence.
113 In case of such termination, no Party shall have any further liability under this
114 Agreement except as specifically set forth as surviving termination.

115 **B. Developer’s Contingencies to Closing**. The obligation of the Developer to
116 consummate the transaction contemplated hereby is subject to the fulfillment of all of the

117 following conditions (the “Developer Conditions”) on or before the Closing Date as
118 indicated below (all of which may be waived by the Developer in whole or in part, in its
119 sole discretion):

120 (1). Compliance with Agreement. The Authority shall have performed and
121 complied with all of its obligations under this Agreement, in all material respects,
122 to the extent such obligations are to be performed or complied with by the
123 Authority.

124 (2). No Misrepresentation or Breach of Covenants and Warranties. Each of the
125 representations and warranties of the Authority in this Agreement shall be true and
126 correct in all material respects as of the Closing Date.

127 (3). No Litigation. No litigation, threat, investigation, or other proceeding
128 challenging or affecting the legality of the transaction contemplated by this
129 Agreement, or seeking the restraint, prohibition, damages or other relief in
130 connection with this Agreement or the use intended for the Property by the
131 Developer, which would reasonably be expected to have an adverse impact, in any
132 respect, on the Property or the Developer’s intended use, individually or in the
133 aggregate shall have been instituted or threatened by any person, agency, or other
134 entity prior to the Closing.

135 (4). Developer’s Financing and Approvals.

136 (a) The Developer has secured sources of financing and private equity
137 with terms reasonably acceptable to the Developer.

138 (b) Developer has secured all necessary approvals and confirmations
139 that all necessary actions by any governmental instrumentality, agency or

140 affiliate (such as but not limited to the Authority and the City of West Allis
141 (the "City")) have been taken for the full execution and performance under
142 this Agreement, the Development Agreement, the Development Financing
143 Agreement and the REA.

144 (c) The Authority and the City and any of the other parties thereto shall
145 have executed and delivered the Development Agreement, the
146 Development Financing Agreement, the Memorandum of Agreements and
147 the REA, as applicable.

148 (5). Authority's Approvals, Test, and Reports. The Authority has furnished to
149 the Developer the Due Diligence Documents (as hereinafter defined).

150 (6). Government Approvals. The Developer shall have confirmed prior to
151 Closing that the Developer has obtained adequate assurances of the availability of
152 any governmental permits, easement agreements, licenses, and approvals that are
153 or may be necessary to develop and use the Property in the manner intended by the
154 Development Agreement; provided, however, if any such approvals cannot be
155 obtained within said time period, the date for Closing shall be extended for a
156 reasonable time to allow all approvals to be obtained, provided the Developer is
157 pursuing such approvals in good faith and with due diligence.

158 (7). Utilities and Access. The Developer shall have been satisfied, in its sole
159 discretion, with the location, availability, sufficiency and suitability of municipal
160 and other utilities in connection with the Developer's intended use of the Property.
161 The Authority makes no representations or warranties concerning the location or
162 the condition of utilities. The Developer shall have been satisfied, in its sole

163 discretion, that all access connections to public rights-of-way are available and
164 sufficient to allow construction and operation of the Project.

165 (8). Due Diligence. The Developer and its lender shall have been satisfied, in
166 their sole discretion, with the physical condition of the Property, including any
167 environmental conditions, and with the condition of title to the Property.

168 (9). Title Policy. The Title Company shall be ready, willing and able to issue at
169 Closing (upon payment of the premiums and other charges) the Title Policy (as
170 hereinafter defined) insuring fee simple title to the Property to the Developer,
171 subject only to Permitted Encumbrances (as hereinafter defined) and shall
172 irrevocably agree to do so for the Closing.

173 (10). No New Encumbrances. There shall be no new encumbrances against title
174 reflected in the Title Policy or any updated Title Commitment (as hereinafter
175 defined) for the Property, unless approved by the Developer in writing.

176 (11). No Material Change. There shall not have occurred any change, and no
177 circumstance shall have occurred, including, without limitation, with respect to the
178 condition (including, without limitation, the environmental condition) or the zoning
179 or permitting or leasing of the Property except changes caused by Developer or an
180 affiliate of Developer prior to Closing, or the commencement or continuation of
181 any condemnation or moratorium affecting the Property which could reasonably be
182 expected to have an adverse impact, in any respect, on the Property or as set forth
183 in the Development Agreement, individually or in the aggregate.

184 (12). Termination. In the event that any of the Developer Conditions have not
185 been satisfied or waived by the Developer on or before Closing, the Developer may,

186 by written notice to the Authority on or before the Closing Date, terminate this
187 Agreement; provided, however, if the Developer Conditions set forth in subsections
188 (4), (6) or (7) have not been satisfied or waived by such date, the Authority will
189 allow for an extension of this deadline if requested by the Developer, provided that
190 Developer can demonstrate that it is pursuing satisfaction of the conditions in good
191 faith and with due diligence. In case of such termination, no party shall have any
192 further liability under this Agreement except as specifically set forth as surviving
193 termination. Closing on the Property shall be deemed as satisfaction or waiver of
194 the Developer Conditions.

195 **10. Obligations and Title Matters.**

196 **A. Authority's Obligations.** The Authority's obligations under this Agreement
197 include:

198 (1). Subdivision. Prior to the Closing, the Authority shall cause the CSM to be
199 fully executed and recorded to subdivide the Property into a legally subdivided
200 parcel.

201 (2). Zoning and Permitting Cooperation. The Authority shall cooperate with the
202 Developer through the term of this Agreement and shall promptly assist in
203 obtaining and expediting the necessary review by the City and in processing all
204 submissions and applications in accordance with the applicable City ordinances,
205 such that, as of the Closing, all zoning approvals necessary for the construction and
206 occupancy of the Project will have been granted other than those items that are
207 subject to completion of construction.

208 (3). Due Diligence Documents. The Authority has delivered to the Developer
209 such documents in the Authority’s or the City’s possession or under its control and
210 the Authority shall promptly deliver such additional documents that the Authority
211 may obtain hereafter, as may be requested by the Developer for purposes of
212 evaluating the Property and its ability to use the Property for the use intended by
213 the Developer under this Agreement (collectively, the “Due Diligence
214 Documents”).

215 (4). Operation and Maintenance of the Property before Closing. Between the
216 Effective Date and the Closing, the Authority covenants and agrees that it will:

217 (a) Fulfill its obligations under the Staging and Grading Temporary
218 Easement Agreement dated October 25, 2021, by and between the Authority
219 and Mandel Development, Inc., a Wisconsin corporation, as assigned to
220 Makers Row Phase I LLC (“Makers Row”) (as amended, the “Staging
221 Easement”), and otherwise not cause any use of or allow any public access
222 onto the Property;

223 (b) continuously maintain in full force and effect liability insurance
224 coverage with respect to the Property, as typically maintained in the
225 Authority’s ordinary course of business in addition to that insurance
226 provided by Makers Row or its contractor under the Staging Easement;

227 (c) refrain from entering into any new lease, easement, agreement or
228 contract affecting the Property unless approved by the Developer in writing
229 (which approval may be granted or withheld in the Developer’s sole
230 discretion); and

231 (d) not do or permit to be done any act with respect to the Property that
232 would adversely affect or make more expensive the Developer's intended
233 use thereof as set forth in the Development Agreement.

234 **B. Approvals.** The Developer is responsible, at its sole cost, to seek to obtain all
235 necessary governmental approvals and financing without contingencies as may be required
236 for the Developer's intended use of the Property as set forth in the Development
237 Agreement.

238 **C. Title Evidence and Documents.**

239 (1). Title Commitment. The Developer shall obtain and pay for prior to or at
240 Closing a commitment (the "Title Commitment") from First American Title
241 Insurance Company (the "Title Company") to issue an owner's policy of title
242 insurance (the "Title Policy") to the Developer or its permitted assigns in the
243 amount of the Purchase Price of the Property or such higher amount as reflects the
244 Developer's projected development costs for the Apartment Project which Title
245 Commitment shall show the Authority's title to be merchantable as of the Closing
246 Date, subject only to such liens as will be paid out of the proceeds of closing and
247 such exceptions to title which will not unreasonably inhibit, prohibit or impair the
248 Developer's use of the Property for the Developer's intended uses as set forth in
249 the Development Agreement and which are approved by Developer in writing
250 ("Permitted Encumbrances"). The Authority shall release, or cause to be released,
251 any encumbrances in favor of the Authority or the City other than Permitted
252 Encumbrances.

253 (2). Survey. The Developer shall be responsible for obtaining and paying for an
254 ALTA/ASCM all-urban standards survey (“Survey”) of the Property.

255 (3). Objections. The Developer, at least fifteen (15) calendar days prior to
256 Closing shall submit to the Authority in writing a list of matters affecting the
257 Property to which the Developer objects (“Title Objections”). Such Title
258 Objections shall not have been caused by Developer Contractor, or any of their
259 affiliates. The Authority shall have ten (10) calendar days to remove or cause the
260 Title Company to insure over the Title Objections. Failure of Authority to notify
261 Developer that said objections will be removed or waived constitutes refusal of
262 Authority to agree to such waiver or removal. The Developer reserves the right to
263 approve the means and methods by which the Authority proposes to remove or
264 cause the Title Company to insure over the Title Objections. In the event that the
265 Authority is unable or unwilling to remove the Title Objections to the Developer’s
266 satisfaction, the Developer shall have five (5) days from the expiration of such ten
267 (10) day period, to deliver written notice to the Authority waiving the Title
268 Objections. If the Developer does not waive the Title Objections, then this
269 Agreement shall be null and void and both the Developer and the Authority shall
270 have no further liabilities under this Agreement.

271 **D. Assessments**. As of the date hereof and as of the Closing Date, the Property is not
272 and will not be subject to real estate taxes or assessments. The Authority represents to the
273 Developer that there are no special assessments or charges outstanding for public
274 improvements that have been made, or will have been made, against the Property that have
275 not been paid; except for a special assessment for road work on South 66th Street, which

276 will be allocated across the Overall Project Site pursuant to the REA. The Developer shall
277 pay all taxes, special assessments, and charges first made against the Property on and after
278 January 1, 2022.

279 **11. Memorandum of Agreements.** The Authority and the Developer agree that, on or before
280 Closing, they will execute a Memorandum of this Agreement, the Development Financing
281 Agreement and the Development Agreement to be recorded in the Office of the Register of Deeds
282 of Milwaukee County, Wisconsin (the "Register's Office") against the Property in substantially
283 the form to be attached hereto as **Exhibit C** (the "Memorandum"). The Parties further agree that
284 the Memorandum shall be recorded prior to the Developer attaching any mortgage, lien, or other
285 encumbrance on the Property except for any mortgage or lien granted to a lender in connection
286 with its construction and permanent loans on the Property.

287 **12. Closing and Closing Costs.** The Closing shall be held at such place as the Parties may
288 mutually agree, on the Closing Date.

289 **A.** Closing will be through an escrow account with the Title Company.

290 **B.** Closing Costs will be allocated as follows:

291 (1). The Developer shall pay the cost to record the Deed and its loan documents;

292 (2). The Authority shall pay the recording fee for any satisfaction of its existing
293 liens and encumbrances and the Memorandum;

294 (3). Each Party shall pay its own attorney's and other professional fees; and

295 (4). All other non-specified closing costs, including the costs of the Title
296 Commitment, Title Policy and Survey shall be paid by the Developer.

297 **13. Representations and Warranties.**

298 **A. Authority’s Representations and Warranties.** The Authority hereby represents
299 and warrants that as of the date hereof and as of the Closing Date:

300 (1). Organization; Good Standing. The Authority is a Community Development
301 Authority duly organized and validly existing under Sec. 66.1335 of the laws of the
302 State of Wisconsin. The Authority has full power and authority to sell, own, or
303 hold under lease its properties and assets and to carry on its business as presently
304 conducted, to enter into this Agreement, and to carry out the transactions
305 contemplated hereby.

306 (2). Authorization. The execution and delivery of this Agreement and the
307 consummation by the Authority of the transaction contemplated hereby are within
308 the power and authority of the Authority and have been duly authorized by all
309 necessary actions on the part of the Authority and the persons executing this
310 Agreement on behalf of the Authority have been duly authorized.

311 (3). No Violation or Conflict. The execution, delivery, and performance of this
312 Agreement by the Authority does not and will not conflict with or violate any law,
313 regulation, judgment, deed restriction, order, decree, or any contract or agreement
314 to which the Authority is a party or by which it is bound.

315 (4). Floodplain. No part of the Property is located in a floodplain, flood hazard
316 area, shore land, wetland, or similarly restricted area.

317 (5). Liens. Excluding work performed under the Staging Easement, all work
318 performed or materials furnished for lienable work on the Property contracted for
319 by the Authority shall have been fully paid for, and, if applicable, the Authority
320 shall provide the Developer with appropriate lien waivers or releases from any and

321 all contractors, laborers, or materialmen furnishing labor or material for lienable
322 work on the Property during the six (6) months preceding the Closing Date and
323 contracted for by the Authority.

324 (6). Leases. There are no written or oral leases, occupancy agreements or rights
325 of possession affecting the Property, except for the Staging Easement. There are
326 no rights of first refusal, options to purchase or other restrictions upon the free
327 transferability of the Property.

328 (7). Service Agreements. There is no existing service, maintenance,
329 management or any other agreements with regard to the Property.

330 (8). No Default, Violation or Litigation. Regarding the Property and, to the
331 Authority's knowledge, the Authority is not in violation of any regulation, law,
332 order of any court, federal, state, or municipal, or other governmental department,
333 commission, board, bureau, agency or instrumentality, or restriction or covenant
334 contained in any agreement or document of title (including, without limitation,
335 legislation, regulations and agreements applicable to environmental protection,
336 civil rights, public and occupational health and safety), nor has the Authority
337 received any notice of noncompliance that has not been remedied, except as set
338 forth in subsection (9) below as to certain environmental conditions. To the
339 Authority's knowledge, there are no lawsuits, proceedings, claims, governmental
340 investigations, citations or actions of any kind pending or threatened against the
341 Authority or against the Property nor is there any basis known to the Authority for
342 any such action, and there is no action, suit or proceeding by any governmental
343 agency pending or threatened which questions the legality, validity or propriety of

344 the transaction contemplated hereby nor is there any basis known to the Authority
345 for any such action.

346 (9). Laws. Except for the exhibits and schedules attached to this Agreement
347 relating to environmental condition and any documents listed thereon, there is no
348 government agency or court order requiring repairs, alterations, or corrections of or
349 relating to the Property or any condition which might be cause for any such order,
350 and to the Authority's knowledge, the Property complies with all laws. Further,
351 except for documents provided to Developer as part of the Due Diligence
352 Documents relating to the environmental condition, to the Authority's knowledge,
353 there is no violation of any law or any building, zoning, environmental, or other
354 ordinance, code, rule, or regulation and no notice from any governmental body or
355 other person has been served upon the Authority or upon the Property, claiming the
356 violation of any such law, ordinance, code rule, or regulation; there are no legal
357 actions, suits, or administrative proceedings, including condemnation, pending or
358 threatened against the Property. The Authority has provided to the Developer all
359 materials in the possession of the Authority related to known environmental
360 conditions of the Overall Project Site.

361 (10). Warranty. The Authority acknowledges that the warranties and
362 representations made herein and by the Authority are a material inducement to the
363 Developer entering into this Agreement, the Developer is entitled to rely upon these
364 warranties and representations despite independent investigation undertaken by the
365 Developer and that the warranties and representations made here and by the
366 Authority shall survive the Closing and the execution and delivery of the Deed.

367 **B. Developer's Representations and Warranties.** The Developer hereby represents
368 and warrants that as of the date hereof and as of the Closing Date:

369 (1). Organization; Good Standing. The Developer is a Wisconsin limited
370 liability company duly organized and validly existing under the laws of the State of
371 Wisconsin and authorized to do business in the State of Wisconsin. The Developer
372 has full power and authority to acquire and own real estate and to carry on its
373 business as presently conducted, to enter into this Agreement, and to carry out the
374 transaction contemplated hereby.

375 (2). Authorization. The execution and delivery of this Agreement and the
376 consummation by the Developer of the transaction contemplated hereby are within
377 the power and authority of the Developer and have been duly authorized by all
378 necessary actions on the part of the Developer, and the persons executing this
379 Agreement on behalf of the Developer have been duly authorized.

380 (3). No Violation or Conflict. The execution, delivery, and performance of this
381 Agreement by the Developer do not and will not conflict with or violate any law,
382 regulation, judgment, deed restriction, order, decree, or any contract or agreement
383 to which the Developer is a party or by which it is bound.

384 (4). Litigation. To the Developer's knowledge, there are no lawsuits,
385 proceedings, claims, governmental investigations, citations or action of any kind
386 pending or threatened against the Developer, nor is there any basis known to the
387 Developer for any such action, and there is no action, suit or proceeding by any
388 governmental agency pending or threatened which questions the legality, validity

389 or propriety of the transactions contemplated hereby nor is there any basis known
390 to the Developer for any such action.

391 (5). Warranty. The Developer acknowledges that the warranties and
392 representations made here and by the Developer are a material inducement to the
393 Authority entering into this Agreement, the Authority is entitled to rely upon these
394 warranties and representations despite independent investigation undertaken by the
395 Authority and that the warranties and representations made here and by the
396 Developer shall survive the Closing and the execution and delivery of the Deed.

397 **C. Waiver and Release.** Except to matters otherwise specifically set forth herein,
398 including this Section 13, in any closing documents signed in connection with this
399 Agreement, such as, but not limited to, the Development Agreement and the Development
400 Financing Agreement, if this transaction closes, the Developer agrees to waive, release and
401 forever discharge the Authority and the Authority's officers, employees and agents or any
402 other person acting on behalf of the Authority of and from any claims, actions, causes of
403 action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or
404 indirect, known or unknown, foreseen or unforeseen, which the Developer now has or
405 which may arise in the future on account of or in any way growing out of or connected
406 with this transaction. This waiver and release does not extend to any matter with respect
407 to which the Authority had actual notice or knowledge prior to Closing and failed to
408 disclose to the Developer or to any breach of this Agreement.

409 **14. Time of the Essence.** Time is of the essence with respect to all obligations arising
410 hereunder.

411 **15. Brokers.** The Authority shall be responsible for and shall indemnify and hold the
412 Developer and its affiliates harmless for any claim for commission made by any agent or broker
413 claiming to have acted on the Authority's behalf or otherwise in connection with the sale or
414 conveyance of the Property. The Developer shall be responsible for and shall indemnify and hold
415 the Authority harmless for any claim for commission made by any agent or broker claiming to
416 have acted on the Developer's behalf or otherwise in connection with leasing of any portion of the
417 Property.

418 **16. Closing Documentation.**

419 **A.** The Closing on the purchase and sale of the Property shall occur by placing all
420 documents and funds into a trust or escrow with Title Company, at least one business day
421 prior to the Closing Date. The Title Company shall prepare a closing statement setting
422 forth a summary of the Purchase Price and debits and credits to the Developer and the
423 Authority for Closing. The Title Company shall provide and record at Closing a properly
424 completed Wisconsin Real Estate Transfer Return. A Payout Letter shall be delivered at
425 Closing for any mortgages or other liens being satisfied as of the Closing Date.

426 **B.** At least one business day prior to the Closing, the Parties shall deliver, or cause to
427 be delivered, to Title Company with directions to record and/or deliver to the other Parties
428 at Closing, fully executed originals of the following (as applicable):

- 429 (1). Warranty Deed. The Deed to the Property executed by the Authority.
430 (2). Development Agreement. The Development Agreement executed by the
431 Parties.
432 (3). Development Financing Agreement. The Financing Agreement executed
433 by the City and the Parties.

434 (4). Memorandum of Agreements. The Memorandum executed by the City and
435 the Parties.

436 (5). REA. The REA executed by the Parties.

437 (6). Title Affidavits. Owner's Affidavit and standard GAP affidavit required by
438 the Title Company for title insurance purposes, executed by the Authority.

439 (7). Other Documents. Such other documents and instruments reasonably
440 requested by the Title Company to consummate the transactions contemplated by
441 this Agreement.

442 (8). Guaranty. The Completion Guaranty executed by Mandel Group, Inc.

443 (9). Assignment of Easement. An assignment and assumption of the Staging
444 Easement executed by the Parties, which shall include a waiver by the Authority of
445 any ownership of any completed work on the Property.

446 **17. Possession**. At Closing, the Authority shall deliver to the Developer legal and physical
447 possession of the Property.

448 **18. Independent Consideration and Project Documents**. In the event the Developer
449 terminates this Agreement prior to Closing, the Developer shall deliver to the Authority the
450 Survey, the Title Commitment and any environmental reports prepared for the Developer and shall
451 pay to the Authority One and No/100 Dollar (\$1.00) as consideration for entering into this
452 Agreement (the "Independent Consideration"), which amount the Parties bargained for and agreed
453 to as consideration for the Authority's grant to the Developer of the Developer's exclusive right to
454 purchase the Property pursuant to the terms hereof and for the Authority's execution, delivery and
455 performance of this Agreement. Each Party waives any and all claims or defenses to enforceability
456 of this Agreement in any way predicated upon the broad discretion afforded the Developer in

457 evaluating the satisfaction of conditions precedent to the Developer's performance. The provisions
458 of this Section 18 shall survive termination of this Agreement.

459 **19. Condemnation.** If, prior to the Closing Date, an authority other than the Authority itself
460 takes the Property or any material portion thereof by power or exercise of eminent domain, or
461 institutes any proceedings to effect such a taking, the Authority shall immediately give the
462 Developer notice of such occurrence, and the Developer shall have the option to terminate this
463 Agreement, whereupon no Party shall have any obligation to another under this Agreement;
464 provided, however, if such action is instituted by the Authority, the Authority shall reimburse the
465 Developer for actual pre-development expenses, including sitework expenses, incurred by the
466 Developer prior to the date of such notice. If this Agreement is not so terminated, the conveyance
467 that is the subject of this Agreement shall be completed and the Developer shall receive all
468 proceeds of such condemnation. As used herein, a material portion of the Property shall be deemed
469 taken if the same shall unreasonably interfere with the intended use of the Property by the
470 Developer.

471 **20. No Partnership or Venture.** The Developer and its contractors or subcontractors shall be
472 solely responsible for the completion of the Apartment Project. Nothing contained in this
473 Agreement shall create or effect any partnership, venture or relationship between the Authority
474 and the Developer or any contractor or subcontractor employed by the Developer in the
475 construction of the Apartment Project. No elected official, member, officer, or employee of the
476 Authority during his/her tenure or for one year thereafter, will have or shall have had any interest,
477 direct or indirect, in this Agreement or any proceeds thereof.

478 **21. Notices.** All notices permitted or required by this Agreement shall be given in writing and
479 shall be considered given upon receipt if hand delivered to the party or person intended, or one

480 calendar day after deposit with a nationally recognized overnight commercial courier service, or
481 two (2) business days after deposit in the United States mail, postage prepaid, by certified mail,
482 return receipt requested, addressed by name and address to the party or person intended as follows:

483 To the Authority: Community Development Authority of the City of West Allis
484 Office of the Executive Director
485 7525 West Greenfield Avenue
486 West Allis, WI 53214
487 Attn: Executive Director
488

489 With a copy to: City of West Allis
490 Office of the City Attorney
491 7525 West Greenfield Avenue
492 West Allis, WI 53214
493 Attn: City Attorney
494

495 To Developer: SoNa Lofts LLC
496 330 East Kilbourn Avenue
497 Suite 600 South
498 Milwaukee, WI 53202
499 Attn: Barry R. Mandel
500

501 With a copy to: Foley & Lardner LLP
502 777 East Wisconsin Avenue
503 Milwaukee, WI 53202
504 Attn: Joshua P. Roling
505

506 **22. Further Assurances.** Following the Closing Date, each of the Parties will take such
507 further actions and execute and deliver such additional documents and instruments as may be
508 reasonably requested by any other Party in order to perfect and complete the purchase and sale of
509 the Property as set forth herein as well as any other transactions specifically contemplated herein.

510 **23. Waiver of Terms.** Except as otherwise provided herein, any of the terms or conditions of
511 this Agreement may be waived at any time by the Party or Parties entitled to benefit thereof, but
512 only by a written notice signed by the Party or Parties waiving such terms or conditions. The
513 waiver of any term or condition shall not be construed as a waiver of any other term or condition
514 of this Agreement.

515 **24. Right of Entry.**

516 **A. To Developer.** The Authority grants to the Developer, its agents and contractors,
517 the right to enter upon the Property, subject to the insurance requirements below, at all
518 reasonable times prior to closing for the purpose of performing the physical and
519 environmental tests, investigations, testing and analysis of the Property and the feasibility
520 of the Property for the Developer’s intended use thereof. However, the Developer must
521 restore the Property to substantially its previous condition if the Closing does not occur
522 and this Agreement and the Development Agreement are terminated, except for any work
523 completed pursuant to the Staging Easement; such work shall remain “as is.” The
524 Developer must provide the Authority copies of all written reports generated from such
525 investigation. Developer shall so restore the site and provide copies of reports within 30
526 days of termination. The provisions of Section 24(A) shall survive the termination of this
527 Agreement.

528 (1) Before entering the Property, Developer shall obtain and maintain in full force
529 and effect, at its own expense: (i) workers’ compensation insurance required
530 under state law, if applicable; (ii) a policy of insurance written by one or more
531 responsible insurance carrier(s), which will include Authority as an additional
532 insured, insuring against liability for injury to persons and/or property and death
533 of any person or persons occurring in, on or about Property arising from
534 Developer’s conduct, with a liability limit of not less than \$1,000,000 per
535 occurrence, and \$3,000,000 general aggregate limit, and which shall not be
536 canceled except after thirty (30) days written notice to Authority; and (iii)
537 umbrella or excess liability insurance providing a minimum limit of

538 \$5,000,000.00 per occurrence and in the aggregate. Before entering the
539 Property, Developer shall furnish Authority with evidence of insurance
540 reasonably acceptable to Authority demonstrating compliance with the terms of
541 this subsection, including but not limited to a certificate of insurance and
542 endorsements naming the Authority as an additional insured, waiving the
543 insurance company's right to recover against the Authority, providing notice of
544 cancellation for all causes, and making Developer's insurance primary and
545 noncontributory.

546 **B. Cooperation.** The Parties shall cooperate with each other and their respective
547 agents and contractors to facilitate the timely and accurate completion of the aforesaid tests,
548 examinations, inspections and remedial activities.

549 **C. License.** The Parties acknowledge that this right of entry is a license only and does
550 not constitute a lease of or grant of any easement or other interests in real property; and
551 each agree that in the exercise of such right they shall comply with all valid laws,
552 ordinances, rules, orders or regulations of the United States, the State of Wisconsin, the
553 County of Milwaukee, City or any agencies, departments, districts or commissions thereof.

554 **25. Amendment of Agreement.** This Agreement may be amended, supplemented, or
555 modified at any time, but only by a written instrument duly executed by the Authority and the
556 Developer.

557 **26. Governing Law and Venue.** This Agreement shall, in all respects whether as to validity,
558 construction, capacity, performance, or otherwise, be governed by the laws of the State of
559 Wisconsin. Any suit or proceeding arising out of or related to this Agreement shall be commenced
560 and maintained only in a court of competent jurisdiction in the state or federal courts located in

561 Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive
562 jurisdiction of such courts.

563 **27. Successors and Assigns.** This Agreement and all rights and obligations therein, including
564 but not limited to the indemnification provisions thereunder, may be assigned in whole or in part
565 by the Developer to an affiliated entity upon notice to the Authority. For purposes of this Section
566 27, the term “affiliated entity” shall mean an entity controlling or controlled by or under common
567 control with the Developer. This Agreement may also be collaterally assigned in whole or in part
568 by the Developer to any lender or lenders holding a mortgage on all or any part of the Property.
569 No such lender shall have any liability hereunder unless said lender elects to effectuate such
570 assignment and exercise the Developer’s rights hereunder.

571 **28. Execution in Counterparts.** This Agreement may be executed simultaneously in one or
572 more counterparts, each of which shall be deemed an original Agreement, but all of which together
573 shall constitute one and the same instrument.

574 **29. Titles and Headings.** Titles and headings to sections or subsections are for purposes of
575 references only and shall in no way limit, define, or otherwise affect the provisions herein.

576 **30. Entire Agreement.** This Agreement, including the schedules and Exhibits annexed hereto,
577 constitutes the entire agreement and supersedes all other prior agreements and understandings,
578 both written and oral, by the Parties or any of them, with respect to the subject matter hereof.

579 **31. Interpretation.** Unless the context requires otherwise, all words used in this Agreement
580 in the singular number shall extend to and include the plural, all words in the plural number shall
581 extend to and include the singular, and all words in any gender shall extend to and include all
582 genders.

583 **32. Construction.** The Authority and the Developer acknowledges that each party and its
584 counsel have reviewed and revised this Agreement and that the normal rule of construction to the
585 effect that any ambiguities are to be resolved against the drafting party shall not be employed in
586 the interpretation of this Agreement or any amendments or exhibits hereto.

587 **33. Severability.** If any term or provision of this Agreement is determined to be invalid, illegal
588 or incapable of being enforced by any rule or law, or public policy, all other conditions and
589 provisions of this Agreement shall nevertheless remain in full force and effect.

590 **34. Default Provisions and Remedies.**

591 **A. Authority Remedies.** In the event that the purchase and sale of the Property is not
592 consummated because of the Developer's failure to perform its obligations under this Agreement
593 within three (3) business days after written notice from the Authority, then the Authority shall have
594 the right to terminate this Agreement by written notice to Developer as the Authority's sole
595 remedy.

596 **B. Developer Remedies.** In the event that the purchase and sale of the Property is not
597 consummated because of the Authority's failure to perform its obligations under this Agreement
598 within three (3) business days after written notice from the Authority, then the Developer shall
599 have the following rights and remedies, which shall be cumulative to the fullest extent permitted
600 by law: (1) to seek injunctive relief; (2) to bring an action for specific performance; (3) to terminate
601 this Agreement upon notice to the Authority, whereupon the Developer and the Authority shall
602 have no further rights, obligations or liabilities hereunder, except for those agreements, which by
603 their terms, expressly survive termination of this Agreement; and (4) to bring an action for direct
604 money damages.

605 **C. Limitation on Remedies.** Neither party shall be liable to the other for
606 consequential, indirect, incidental or exemplary damages, whether based on contract, negligence,
607 and strict liability or otherwise. In any action to enforce this Agreement, the prevailing party shall
608 be entitled to its costs, including statutory attorney’s fees.

609 **35. No Reliance.** No third party, except for the City as to Section 11 of this Agreement, is
610 entitled to rely on any of the representations, warranties, or agreements of the Developer or the
611 Authority contained in this Agreement. The Parties assume no liability to any third party because
612 of any reliance on the representations, warranties and agreements of the Parties contained in this
613 Agreement.

614 **36. Survive the Closing.** The agreements, covenants, warranties and representations
615 contained herein shall survive the Closing of the transaction contemplated herein.

616 **37. Representations and Warranties.** All representations and warranties contained in any
617 certificate, instrument, or document executed and delivered by any Party pursuant to this
618 Agreement and the transactions contemplated hereby prior to Closing shall, unless otherwise
619 expressly provided therein or in this Agreement, be deemed representations and warranties by such
620 Party solely for purposes of establishing if a breach of any representation or warranty has occurred
621 hereunder and nothing contained herein will in any way modify, change or prolong the survival or
622 term of any such warranty or representation.

623 **38. Binding Effect.** The terms and conditions of this Agreement shall be binding upon and
624 benefit the Parties and their respective successors and assigns.

625 **39. Good Faith.** The Parties covenant and agree to act in good faith in the performance and
626 enforcement of the provisions of this Agreement.

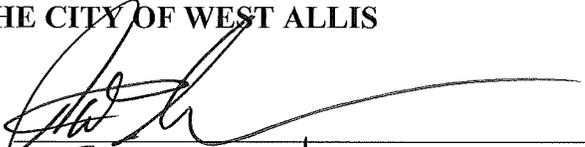
627 **40. Confidentiality Agreement.** The Authority acknowledges that certain portions of the
628 materials to be exchanged pursuant to this Agreement contain sensitive and proprietary
629 information relating to the Developer, the Property, and the Apartment Project and that disclosure
630 could cause irreparable harm if such materials were to be made available to the general public.
631 Additionally, certain of the materials to be exchanged may be trade secrets or copyrighted. The
632 Parties further acknowledge that the Authority is subject to the requirements of the Wisconsin
633 Public Records Law, Wis. Stats. §§19.21 et seq. Under these statutes, all documents and records
634 are subject to public disclosure, unless there is a statutory, common law, or public policy reason
635 for nondisclosure. The Parties acknowledge that this Agreement is subject to the provisions of the
636 Public Records Law of the State of Wisconsin (Wis. Stat. Section 19.21 et seq.)

637 **41. Force Majeure.** No Party shall be responsible to the other Party for any resulting losses,
638 and it shall not be an Event of Default hereunder, if fulfillment of any of the terms of this
639 Agreement is delayed or prevented by reason of acts of God, inclement weather, civil disorders,
640 pandemics, national epidemics, wars, acts of enemies, strikes, lockouts, or similar labor troubles,
641 fires, floods, legally required environmental remedial actions, shortage of materials, relocation of
642 utilities, or by other cause not within the control of the Party whose performance was interfered
643 with (“Force Majeure”), and which by the exercise of reasonable diligence such Party is unable to
644 prevent. The time for performance shall be extended by the period of delay occasioned by such
645 Force Majeure.

646 **[Signature Pages Follow]**

AGREED TO BY AND BETWEEN the Developer and the Authority on the date first set forth above.

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WEST ALLIS**

By: 
Name: Executive Director
Title: Robert Schloss

Dated: 12-15-21

Approved as to form this 15th day
of December, 2021.

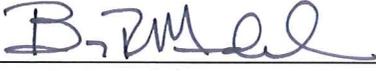

Name: Karl Decker
Title: CITY ATTORNEY

SONA LOFTS LLC

By: Mandel/SoNa Lofts LLC

By: BR Mandel LLC

Its: Manager

By: 
Barry R. Mandel, Manager

Dated: _____

EXHIBITS TABLE

Exhibit A - Property

Exhibit B - Warranty Deed Form

Exhibit C - Memorandum of Agreements

EXHIBIT A

Property

LOT 2 OF CERTIFIED SURVEY MAP NO. 9370, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON DECEMBER 2, 2021, AS DOCUMENT NO. 11193094, BEING A REDIVISION OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8866, BEING A PART OF THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

EXHIBIT B

Warranty Deed Form

	State Bar of Wisconsin Form 1-2003 WARRANTY DEED	
Document Number	Document Name	
<p>THIS DEED, made between <u>Community Development Authority of the City of West Allis</u> _____ ("Grantor," whether one or more), and <u>SoNa Lofts LLC, a Wisconsin limited liability Company</u> _____ ("Grantee," whether one or more). Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Milwaukee _____ County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):</p> <p>LOT 2 OF CERTIFIED SURVEY MAP NO. 9370, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON DECEMBER 2, 2021, AS DOCUMENT NO. 11193094, BEING A REDIVISION OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8866, BEING A PART OF THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.</p>		
Recording Area _____ Name and Return Address Foley & Lardner LLP c/o Joshua P. Roling 777 E. Wisconsin Avenue Milwaukee, WI 53202		
Part of 454-0648-000 Parcel Identification Number (PIN) This is <u>not</u> homestead property. (is) (is not)		

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: easements, covenants and restrictions of record.

Dated December 2021

Community Development Authority of the City of West Allis (SEAL)

By: _____ Name: _____ Title: _____

AUTHENTICATION

Signature(s) _____

 authenticated on _____

* _____
 TITLE: MEMBER STATE BAR OF WISCONSIN
 (if not, _____
 authorized by Wis. Stat. § 706.06)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
 _____ COUNTY)

Personally came before me on _____,
 the above-named _____

 to me known to be the person(s) who executed the foregoing
 instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:
 Attorney Joshua P. Roling, Foley & Lardner LLP
 777 E. Wisconsin Ave., Milwaukee, WI 53202

* _____
 Notary Public, State of Wisconsin
 My Commission (is permanent) (expires: _____)

EXHIBIT C

Memorandum of Agreements

Document Number _____

MEMORANDUM OF AGREEMENTS

NOTICE IS HEREBY GIVEN that (1) a Purchase and Sale Agreement: SONA Lofts, (2) a Development Agreement, and (3) a Development Financing Agreement have been made and entered into as of the ____ day of December, 2021 (collectively, the “Agreements”), by and among the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS, a separate body politic created by ordinance by the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes, SONA LOFTS LLC, a Wisconsin limited liability company, and its successors and assigns, and, as applicable, the City of West Allis, Wisconsin, wherein the parties have set forth certain terms and conditions governing the sale, purchase, and development of certain lands located in the City of West Allis, Milwaukee County, State of Wisconsin, legally described on Exhibit "A", attached hereto and made a part hereof.

For Notice Purposes. This Memorandum of Agreements (this “Memorandum”) is entered into for notice purposes only, and anyone relying hereon is put on notice that this Memorandum is only a summary of certain terms and conditions set forth in the Agreements, and the Agreements contain additional terms and conditions not set forth herein, including an agreement requiring, under certain circumstances, payments in lieu of taxes. Nothing contained herein shall modify or amend the terms of the Agreements, and if the terms of this Memorandum conflict with the terms of the Agreements, the Agreements shall control.

Counterparts. This Memorandum may be executed in one or more counterparts which, when taken together, shall constitute one original.

(SIGNATURE PAGE FOLLOWS)

This instrument was drafted by: Joshua P. Roling, Esq., Foley & Lardner LLP, 777 East Wisconsin Ave Milwaukee, WI53202.

This space is reserved for recording data

Return to

Joshua P. Roling
 Foley & Lardner LLP
 777 East Wisconsin Ave.
 Milwaukee, Wisconsin 53202

Parcel Identification Number/Tax Key Number

Part of 454-0648-000

EXHIBIT A

LEGAL DESCRIPTION

LOT 2 OF CERTIFIED SURVEY MAP NO. _____, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON _____, AS DOCUMENT NO. _____, BEING A REDIVISION OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8866, BEING A PART OF THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

